



Electronic Data Interchange Trading Partner Agreement

I. Overview

The Trading Partner identified below wishes to exchange electronic transactions with Indiana Medicaid and the Children's Health Insurance Program for the purposes of determining member eligibility, claims submission and payment, and similar business transactions. This agreement establishes the terms and conditions between the Trading Partner and Indiana Medicaid/Children's Health Insurance Program regarding such exchange of electronic transactions.

II. Parties

- A. The Office of Medicaid Policy and Planning ("OMPP"), which is a unit of the Indiana Family and Social Services Administration ("FSSA"), is the state agency, as designated by Indiana law, to administer the Indiana Medicaid program under Title XIX of the Social Security Act. OMPP also administers the Children's Health Insurance Program (CHIP) under Title XIX of the Social Security Act.
- B. This agreement ("Trading Partner Agreement" or "Agreement") is by and between OMPP and the Trading Partner identified below.
- C. Routine communications regarding data transmissions may be directed to the "fiscal agent" for OMPP, HP Enterprise Services, by contacting:

**HP Enterprise Services
Electronic Data Interchange (EDI) Solutions
Trading Partner Agreement
950 N. Meridian Street
Suite 1150
Indianapolis, IN 46204**

Phone: (317 488-5160 or 1-877-877-5182

E-mail: INXIXTradingPartner@hp.com

The following individual will be designated as the OMPP point-of-contact for formal notices where required by this Agreement:

Patricia Casanova, Medicaid Director
Office of Medicaid Policy and Planning
402 West Washington Street, Room W382, MS07
Indianapolis, IN 46204-2739

- D. The individual designated below by the Trading Partner as Primary Contact will serve as the Trading Partner's primary point-of-contact between OMPP and/or OMPP's fiscal agent and the Trading Partner. The Trading Partner will notify OMPP's fiscal agent within fifteen (15) days from the date of any change to Trading Partner's primary point-of-contact

Trading Partner type, contact information, and data exchange requirements:

1 Non-Provider “Trading Partner” (You are not an enrolled Medicaid Provider):

Company Name: _____

Trading Partner Identification Number: _____

Primary Contact/Custodian Name: _____

Address: _____

City, State and ZIP: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Describe your line of business (e.g., clearinghouse, billing service, Managed Care Entity (MCE), Medicare intermediary/carrier, switch vendor, etc.):

List Name, Address and NPI numbers of Medicaid providers you represent (attach additional sheets if necessary): (Note: You must notify OMPP’s fiscal agent at the above-listed address within thirty (30) days of any new providers you represent (with respect to conducting electronic transactions with OMPP) or of any listed providers who have subsequently discontinued your services.)

Type of data you are exchanging (check all that apply):

- 270-Batch Eligibility Request
- 271-Batch Eligibility Response
- 270-Interactive Eligibility Request
- 271-Interactive Eligibility Response
- 276-Batch Claim Status Request
- 277-Batch Claim Status Response
- 276-Interactive Claim Status Request
- 277-Interactive Claim Status Response
- 278-Referral Certification and Authorization Request (Prior Authorization)

- 278-Referral Certification and Authorization Response (Prior Authorization)
- 837D-Batch Health Care Claim Denial
- 837I-Batch Health Care Claim Institutional
- 837P-Batch Health Care Claim Professional
- 820-MCE Capitation Payment Information Transaction
- 834-MCE Benefit Enrollment and Maintenance Transaction
- 835-Remittance Advice
- NCPDP-Batch Pharmacy Claim
- NCPDP-Point of Service Pharmacy Claim

2. Provider “Trading Partner” (You are an enrolled Medicaid Provider):

Provider Name: _____

Provider Identification Number (NPI): _____

Trading Partner Identification Number: _____

Tax Identification Number: _____

Primary Contact Name: _____

Address: _____

City, State and ZIP: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Type of data you are exchanging (check all that apply):

- 270-Batch Eligibility Request
- 271-Batch Eligibility Response
- 270-Interactive Eligibility Request
- 271-Interactive Eligibility Response
- 276-Batch Claim Status Request
- 277-Batch Claim Status Response
- 276-Interactive Claim Status Request
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- NCPDP-Batch Pharmacy Claim
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III. Terms and Conditions

A. Term. The term of this Agreement is for two (2) years from the date this Agreement is executed (signature date below) and may be renewed in two (2) year increments thereafter with the written mutual agreement of the parties. Either party may terminate this Agreement, with or without cause, by providing the other party thirty (30) days prior written notice; provided however:

1. If Trading Partner is in material breach of this Agreement and fails to cure such breach within thirty (30) days of written notice by OMPP, OMPP may immediately terminate this Agreement thereafter and cease exchanging Data with the Trading Partner; OMPP, at its sole discretion, may provide additional time for the Trading Partner to cure such breach if such extension is reasonable based on the circumstances.
2. If this Agreement ceases to comply with applicable statutory or regulatory requirements under federal or state law, and the parties are unable to mutually agree to a new Trading Partner Agreement that complies with such requirements OMPP may immediately terminate this Agreement and cease exchanging Data with Trading Partner.

B. Additional Terms and Conditions.

1. OMPP and the Trading Partner will exchange electronic transactions (collectively, the “Data”); such transactions types and exchange or transmission methods (e.g., batch or interactive) may include and are limited to the following:

270-Batch Eligibility Request

271-Batch Eligibility Response

270-Interactive Eligibility Request

271-Interactive Eligibility Response

276-Batch Claim Status Request

277-Batch Claim Status Response

276-Interactive Claim Status Request

277-Interactive Claim Status Response

278-Referral Certification and Authorization Request (Prior Authorization)

278-Referral Certification and Authorization Response (Prior Authorization)

837D-Batch Health Care Claim Denial

837I-Batch Health Care Claim Institutional

837P-Batch Health Care Claim Professional

820-MCE Capitation Payment Information Transaction

834-MCE Benefit Enrollment and Maintenance Transaction

835-Remittance Advice

NCPDP-Batch Pharmacy Claim

NCPDP-Point of Service Pharmacy Claim

2. This Trading Partner Agreement supersedes any and all previous Trading Partner Agreements, or other agreement(s) between the parties with respect to the Data specified herein.
3. All instructions or interpretations issued to the Trading Partner by OMPP concerning this Agreement or the Data shall not be valid unless issued in writing by the OMPP, including written instructions provided via the Indiana Medicaid website at www.indianamedicaid.com.
4. Each party agrees to take reasonable care to ensure the Data submitted to the other party in each electronic transaction is timely, complete, accurate, and secure; and, will implement reasonable safeguards over the Data to prevent unauthorized access to or improper disclosure of the Data including, but not limited to the electronic transmission of the Data between the parties. Further, the Trading Partner agrees that it will comply with OMPP's requirements, as identified by its fiscal agent, regarding the encryption of the Data for electronic transmission between the parties and the method and means by which the Data transactions are electronically exchanged between the parties, including batch and interactive transactions.
5. Unless otherwise agreed to in writing by OMPP, the Trading Partner agrees that the Data furnished to the Trading Partner by OMPP under this Agreement shall be used solely for the purposes described herein and will not be used by or disclosed to any third party except to subcontractors or agents of the Trading Partner performing services relevant to this Agreement on the Trading Partner's behalf and that such subcontractors or agents are to be contractually obligated to safeguard the Data with the same level of care required of the Trading Partner hereunder and not use or further disclose the Data except as may be legitimately provided for in such contract.
6. Data Instructions.
 - a. The Trading Partner must identify which Data transactions it wishes to conduct with OMPP in Section II of this Agreement, including transmission method.
 - b. The Trading Partner may change (add or remove) which Data transactions it conducts with OMPP, including transmission method, by providing OMPP's fiscal agent with thirty (30) days advance, written notice; such notice will amend Section II of this Agreement accordingly.
 - c. The method and means by which the Data transactions will be electronically exchanged between OMPP and the Trading Partner, including batch, interactive, and encryption requirements will be provided to the Trading Partner as separate instructions from OMPP's fiscal agent. The Trading Partner acknowledges that such instructions may be modified from time-to-time by OMPP or its fiscal agent and agrees to follow such instructions within the timeframe imposed by OMPP or its fiscal agent.
7. HIPAA TCS.
 - a. All Data transactions will be conducted as Standard Transactions as that term is defined in 45 CFR Parts 160 and 162, Health Insurance Reform; Standards for Unique Health Identifier for Health Care Providers, Standard for Unique Health Employer Identifier, and Standards for Electronic

Transactions and Code Sets (collectively, “HIPAA TCS”), including any modifications made to HIPAA TCS by the Department of Health and Human Services (“HHS”).

- b. From time-to-time HHS may modify HIPAA TCS; the Trading Partner understands and agrees that it will, at its own expense, undertake whatever modifications to its computer systems that are necessary to comply with such modifications to HIPAA TCS and do so within the compliance dates set forth therein. Further, the Trading Partner agrees that it will cooperate with OMPP and its fiscal agent regarding the testing of any such modification following a plan and timeline imposed by OMPP and/or its fiscal agent.
8. The Trading Partner acknowledges that it is either a Covered Entity or a Business Associate or both, as those terms are defined in CFR 45 Parts 160 and 164 Standards for Privacy of Individually Identifiable Health Information (“HIPAA Privacy Rule”); and, the Trading Partner agrees that as a Covered Entity and/or Business Associate it must comply with the applicable standards under CFR 45 Parts 160, 162, and 164, commonly referred to as HIPAA Administrative Simplification including, but not limited to, implementing appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of Protected Health Information (as that term is defined therein) that it receives, creates, or maintains. Further, the Trading Partner acknowledges that it is subject to certain civil and criminal penalties under HIPAA Administrative Simplification for violations of the standards therein.
 9. The Trading Partner agrees that the exchange of Data with OMPP will be done at the Trading Partner’s sole expense and that OMPP is not directly or indirectly responsible for any of Trading Partner’s costs associated with the Data exchange contemplated under this Agreement.

10. Communications and Notice.

- a. Standard operating procedure shall be that communications between the parties will be between the primary contact for the Trading Partner and OMPP’s fiscal agent as identified in Section II above.
 - b. Formal notice by either party shall be in writing to the other party’s primary contact identified in Section II above and shall be sent by prepaid, certified mail return receipt requested; such notice shall be deemed effective upon receipt. Formal notice is required for termination of this Agreement, notice of material breach of this Agreement, requests for amendments to this Agreement, notice of ownership or change of control, and similar notices that would not be considered routine communications regarding the exchange of Data transactions between the parties.
11. Severability. The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

12. Breach Notification.

- a. As a Covered Entity and/or Business Associate under HIPAA Administrative Simplification, the Trading Partner acknowledges that it is subject to 45 CFR Parts 160 and 164, Subpart D, Breach Notification for Unsecured Protected Health Information (“HIPAA Breach Rule”).
- b. With respect to the Data provided to the Trading Partner by OMPP and to the extent that such Data includes Protected Health Information (as that term is defined in the HIPAA Privacy Rule), should the Trading Partner discover that the Data has been improperly disclosed in violation of the HIPAA Privacy Rule, whether or not such disclosure has or has yet to be determined to be a Breach (as that term is defined in §164.402 of the HIPAA Breach Rule) the Trading Partner will:
 - i. Provide notice to OMPP’s fiscal agent within two (2) business days of its discovery of the improper disclosure;
 - ii. Such notice will include as many details regarding the improper discloser as the Trading Partner can ascertain to that point (e.g., source of the disclosure, information disclosed, recipient of the disclosed information, how the disclosure occurred, etc.);

- iii. Fully cooperate with OMPP and the FSSA HIPAA Compliance Office regarding the improper disclosure, including but not limited to: (1) the ongoing results of the Trading Partner's investigation; (2) determination of whether the improper disclosure constituted a Breach; (3) preparation of written and other notice to the individual(s) subject to the Breach in accordance with the HIPAA Breach Rule; (4) preparation of any public notice regarding the Breach as may apply; (5) mitigation activities undertaken by the Trading Partner; and, (6) corrective actions the Trading Partner has or plans to implement.
 - c. The Trading Partner understands and agrees that it is responsible for any Breach of the Data in its safekeeping and assumes all liability regarding such Breach and hereby indemnifies and holds harmless OMPP, FSSA, and the State of Indiana from any loss, damage, costs, expense, judgment, sanction or liability, including but not limited to, consequential damages and attorney's fees and costs that the Trading Partner or OMPP, FSSA, and the State of Indiana may incur resulting from such Breach.
13. Both parties hereto, in the performance of this Trading Partner Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Neither party will assume any liability for injury (including death) to any other person, or any damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.
14. This Trading Partner Agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in the State of Indiana.
15. Compliance with Companion Guides.
 - a. The Trading Partner agrees that it will fully comply with the OMPP companion guides and NCPDP payer sheets then in force with respect to the Data transactions it conducts with OMPP. A Data transaction version that is not valid for the date of submission will be rejected and not processed by OMPP.
 - b. The OMPP companion guides and NCPDP payer sheets for electronic transactions are located on the website at www.indianamedicaid.com. To the extent permitted by law, electronic Data transmissions shall not be deemed to have been accepted by OMPP (and its fiscal agent) until the Trading Partner receives the acknowledgement specified in the OMPP companion guide or applicable instructions for the applicable electronic Data transaction.
 - c. If any electronic Data transmissions are received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received data); if the originating party cannot be identified, no notice is required. The Trading Partner must resubmit any failed or garbled transmission of a Data transaction in order for the Data transaction to be effective and processed.
 - d. The Trading Partner bears the risk of any system failures that result in failed or garbled transmissions of the Data transactions. OMPP is not liable for any damages or expenses resulting from erroneous or failed transmissions of Data or lost Data including, but not limited to, lost profits.
 - e. The Trading Partner will provide timely notice to OMPP's fiscal agent regarding any changes in the Trading Partner's Data transaction transmission source or receipt requirements that would require action by OMPP's fiscal agent to accommodate such changes; OMPP's fiscal agent will address any such changes in a reasonable and timely manner, but cannot warrant any specific timeframe or guarantee that it can accommodate any such change.
16. The Trading Partner warrants its authority to disclose to OMPP or its fiscal agent the Data contained in each transaction submitted to OMPP and will provide evidence of that authority to OMPP upon OMPP's request.

IV. Signature

Please complete the signature information in this section and return the signed Trading Partner Agreement to the following address:

**HP Enterprise Services
Electronic Data Interchange (EDI) Solutions
Trading Partner Agreement
950 N. Meridian
Suite 1150
Indianapolis, IN 46204**

On behalf of the Trading Partner, the undersigned individual hereby attests that he or she is authorized to enter into this Trading Partner Agreement and understands and agrees to all terms specified herein:

(Name and Title of Individual – Typed or Printed)

(Company/Organization)

(Street Address)

(City/State/ZIP Code)

(Phone No. – Including Area Code and E-Mail Address, if Applicable)

(Signature)

(Date)